

ITR Concession Company LLC
52551 Ash Road
Granger, Indiana 46530

REQUEST FOR PROPOSAL

FROM: Tamiko Casteel
Procurement Manager

DATE: April 10^h 2013

SUBJECT: **Web design, development and modification of existing web site (rebrand website)**

Overview:

In operation since 1956, the Indiana Toll Road, designated US Interstate 80/90, stretches 157 miles across the northernmost part of Indiana from Ohio to the Illinois state line. The Indiana Toll Road links Chicago with the largest cities on the eastern seaboard, and it also serves as the primary connecting route to the Chicago Skyway (SCC), a main route to downtown Chicago.

In 2005, former Indiana Gov. Mitch Daniels' proposal to lease the Toll Road was enacted into law by the Indiana General Assembly. On June 29, 2006 the Indiana Finance Authority and ITR Concession Company LLC ("ITRCC") entered into a 75-year Concession and Lease Agreement to operate, maintain and manage the Toll Road.

ITRCC implemented electronic toll collection (E-ZPass) along the entire length of the road in April 2008. Since then, our operation has grown to include a large customer service and back office department servicing nearly 200,000 E-ZPass accounts online, as well as a public information website for visitors (www.ezpassin.com).

The Indiana Toll Road Concession Company (ITRCC) is currently seeking a responsible firm to create a new, professional website using our current website as a starting point. We intend on being involved with the graphical design, technical design and other aspects, while the Contractor is required to provide the final product.

1.0 INSTRUCTIONS:

| | |
|---|--------------------------------------|
| 1.1 SUBMIT PROPOSALS TO: | LABEL BID/PROPOSAL CONTAINER: |
| ITR Concession Company LLC Attn: Tamiko Casteel Email: tcasteel@indianatollroad.org | Project Title: Rebrand Website |

1.2 KEY PROJECT DATES:

Date: April 17th due date for questions to ITRCC
Date: April 24th due date to responses to Suppliers
Date: May 1st due date for RFP submittal
Date: October 1st 2013 Test New Site Due
Date: October 31st 2013 Website Goes Live

1.3 **SUBMITTALS:** Submit all proposals electronically. (Submittals must be under 9 MB.)

1.4 **PROPOSAL FIRM TIME:** 90 Days from Receipt of Proposal

1.5 **SECURITY:** Offer \$ N/A Performance \$ N/A

1.6 **VENDOR CONFERENCE/SITE VISIT:** Yes x No
Mandatory Attendance: Yes x No

No group site visit is planned. However, any firm interested in site visits are welcome to schedule one through the ITR IT/Telecom Department.

1.7 **PROJECT CONTACT:**

Attn: ITR Concession Company LLC
Title: Tamiko Casteel
Email: Procurement Manager
Phone: tcasteel@indianatollroad.org
(312) 552-7110

All request for clarification must be issued in writing. Responses will be directed to the group.

1.8 **CRITERIA FOR EVALUATION AND AWARD**

Request for Proposals. The ITRCC will evaluate how well each proposal meets the requirements in terms of “responsiveness” to the specifications. Consideration will be given based upon the best price, best product, and best service.

The ITRCC may request interviews with the top 3 firms.

2.0 **GENERAL**

2.1 **INDOT OR OTHER APPLICABLE PRE-QUALIFICATIONS**

By responding to this RFP, the proposer agrees that only an experienced tower rigger, trained and knowledgeable in the mapping of communications structures performs the actual work. No inexperienced climbers will be used on this project. All hazardous material testing will be completed by a qualified inspector or testing facility following all applicable federal and state regulations.

2.2 **RESERVATION**

ITR Concession Company reserves the right to reject any or all proposals.

2.3 **PAYMENT OF TOLLS**

The Firm shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by ITR Concession Company.

2.4 **COMPLIANCE WITH APPLICABLE LAW**

The Firm warrants that it shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations.

2.5 **WAGE RATES** N/A

2.6 **SUBCONTRACTING/JOINT VENTURES** Allowed X Not Allowed

ITR Concession Company intends to contract with one entity per contract and that one entity shall be contractually responsible for performance. Assignments for subcontracting are allowable, but information or assignees and subcontractors will be required prior to finalization of a contract. For any joint venture to be acceptable, one vendor must take full contractual responsibility for the obligation.

2.7 **EQUAL OPPORTUNITY AND M./W.B.E. PROGRAM**

ITR Concession Company is committed to providing fair and representative opportunities for MBE / W.B.E.s in all contracts related to the ITR. Neither ITR Concession Company nor its Firms shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts related to the ITR. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable Law, to ensure that MBE / W.B.E.s are afforded a fair and representative opportunity to participate in ITR Concession Company's contracts related to the ITR.

The dollar value of MBE / W.B.E. participation in contracts related to the ITR shall be 6% for each. MBE / WBE must be certified with the Indiana Department of Administration. Should it be impracticable to obtain W/MBE participation, bidding firm shall provide documentation of due diligence that they made every effort to obtain participation or documentation reflecting the specialized nature of the project.

2.8 **WORK LIMITS**

Firm shall perform work within the Indiana Toll Road right-of-way limits. If any work requires the restriction or closures of local roadways or railroad right-of-way to complete the project, the firm is responsible for coordinating with all local government agencies, railroads, utilities, etc needed to perform the work – including obtaining permits, access, permission, etc.

With exception of maintenance of traffic control at local roadways, firm shall keep vehicles, materials, and staging to within property maintained by the ITR Concession Company LLC (ITRCC)

2.9 **APPLICATION FOR PAYMENT**

Payment terms are Lump Sum of the face value of the contract, NET 45 from the last day of each month. Failure to submit invoices by the last day of each month could cause substantial delay.

2.10 **PERMITS AND OTHER RELATED DOCUMENTS**

Unless stated otherwise in the contract documents, firm shall obtain, at no cost to the ITRCC, all permits (including environmental permits, building permits, occupancy permits, etc.), right-of-access, easements, etc to perform the work. (i.e utilities, railroad, local, state, and / or federal) Copies of all of these documents shall be provided to the ITRCC within sixty (60) days of receipt.

Firm shall notify the ITRCC immediately if permit applications are denied and provide all correspondence with railroad, utilities, local, state, and / or federal agencies.

2.11 **SALES TAX**

The ITRCC is subject to Indiana sales tax. The firm shall be responsible for paying all sales tax on all goods and services liable for sales tax. The firm shall include the sales tax in the unit prices of the various pay items.

2.12 **SCHEDULE AND CONTRACT COMPLETION DATE**

Upon award of contract, the selected contract shall submit a detail schedule and completion date that includes all design aspects.

2.13 **RESPONSIBLE FIRM**

For bids to be considered "responsive", Firms must declare that they are a "Responsible Contractor" on the form provided in the bid documents. The Responsible Contractor Policy and statement are a part of the standard ITRCC Contract.

Throughout the life of the contract the Firm is to comply with the provisions of the ITRCC Responsible Firm Policy.

2.14 **SUBCONTRACTOR FORM AND USE**

Firm shall submit to the ITRCC for approval all Subcontractor contracts. The Firm shall complete and return to the ITRCC a fully executed subcontractor form for each subcontractor. Work cannot begin until the ITRCC has approved each subcontractor form.

2.15 **INSURANCE**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

THE FOLLOWING ARE THE MINIMUM AMOUNTS OF CONTRACTORS INSURANCE:

| <i>Type of Insurance</i> | <i>Limits of Liability</i> |
|--|---|
| General Liability: Comprehensive Form Premises – Operations Products/Completed Operations | Bodily Injury and Property Damage Combined: \$1,000,000 each occurrence |

Hazard
Contractual Insurance

Broad Form Property Damage
Independent Contractors

Personal Injury:
\$1,000,000 aggregate

Personal Injury
Explosion and Collapse Hazard
Underground Hazard

Automobile Liability
Comprehensive Form
Owned
Hired
Non-Owned

Bodily Injury and Property
Damage Combined:
\$1,000,000 each occurrence

Excess Liability:
Umbrella Form

Bodily Injury and Property
Damage Combined:
\$5,000,000 each occurrence
\$5,000,000 aggregate

Employer's Liability and
Worker's Compensation

\$1,000,000 each occurrence
Statutory Minimum Amount

The insurance required above shall be endorsed to name as additional insureds ITR Concession Company LLC, the Indiana Finance Authority, the State of Indiana, Citibank, N.A., the Royal Bank of Scotland, plc, and any mortgagee or construction lender identified in writing (collectively, the "Additional Insureds"). Wherever used, the term "Additional Insureds" shall be deemed to include the officers, employees and representative of all of the Additional Insureds. All issuing underwriters shall have rating of A (VII) or better in the latest edition of Best's Key Rating Guide or comparable ratings reasonably acceptable to the Owner.

Certificates of Insurance, copies of policies, and all applicable endorsements for the above-described insurance shall be furnished to the Owner before the commencement of any Work. All insurance policies required hereunder shall be endorsed to provide that (i) the insurance carrier will give written notice to the Owner at least ninety (90) days prior to any material change in or cancellation or non-renewal of the policies, and (ii) the named insured shall not cancel the insurance or amend the policy to reduce the coverage required. All insurance shall be endorsed as primary and not contributory with respect to other insurance. All liability insurance policies shall be endorsed to include contractual liability. All general aggregate policy limit amounts shall be on a per project basis.

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other cause of loss to the extent covered by property insurance, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the separate contractors described herein, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear,

subject to requirements of any applicable mortgagee clause. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in similar manner.

2.16 Statement of Work:

REFERENCE ATTACHMENT 1: Definition, Special Considerations & Scope of work

2.17 Ownership:

Once the website is completed and approved, the design and all of its contents and software become the property of ITR Concession Co. ITRCC will own all the code, programming, content, design and copyrights for the new site delivered by the Contractor.

ITRCC will retain all rights for unlimited use of any and all custom software developed and deployed with this project.

2.17 BID TABULATION

Provide an itemize proposal based upon the following tabulation sheet.

**Electronic submission is preferred method of delivery.*

☐ Decline to Bid --- We strive to improve our bidding process, your feedback helps. Please provide a reason for declination.

Reason: _____

If any questions arise regarding this Request for Proposal, please contact Tamiko Casteel (312) 552-7110 or tcasteel@indianatollroad.org.

Are you certified as a WBE with The State of Indiana? Yes ☐ No ☐

Are you certified as a MBE with The State of Indiana? Yes ☐ No ☐

**If yes, please include your Certificate along with your proposal*

| |
|---------------------------|
| SCHEDULE OF PRICES |
|---------------------------|

| |
|-----------------|
| Lump Sum |
| |

Please Print:

1. **Your Name:** _____
2. **Your Company:** _____
3. **Your Contact Phone:** _____
4. **Your Email Address:** _____

Please include the following with your proposal:

- Organization background/history
- Specific areas of expertise
- At least three samples of work, with focus on areas of expertise referenced
- Three references
- Specify whether work will be performed on-site, remotely, or a combination of both
- Any recurring licenses to maintain website should be included in the quote; total cost should be shown with and without licenses, as ITRCC is to be given the choice to retain those licenses
- Optional features to be included as a separate cost in proposal
- Include hourly rates for Contractor; guarantee hourly rates for the following year to include any needed changes by ITRCC
- Quote must be structured containing at least the following information:
 - Price schedule
 - Detailed scope of work
 - Deliverables
 - Project plan

PLEASE RETURN THIS PAGE WITH YOUR PROPOSAL

ATTACHMENT 1

Description, Special Considerations & Scope of Project:

Description

ITRCC is looking to expand the current website into a useful and user-friendly, customer-focused visitor's hub consisting of social media elements, interactive user components, and an upgraded secure customer account portion.

Architecture/Functionalities (Public site)

The present public website has the following sections and sub-sections:

- **About ITR**
 - CEO's Message: Brief description of ITRCC and customer service
 - ITR History: How the ITR came to be built, including the structure of current operator ITRCC
 - ITR Staff Biographies: Key ITRCC managers and directors are profiled
 - Press Releases: Recent and archive of ITR press releases
- **All About E-ZPass**: Information on E-ZPass electronic tolling, along with link to open an account, and link to installation instructions and other ETC agencies
- **Contact Us**
 - Contact Customer Care: Choose from a list of common e-mail questions; how to contact different ITRCC departments; ITRCC physical address and Customer Service Center information
 - Claims: Information on making damage claims against ITRCC, including a PDF form to print and send
 - Handicap Access: Lists travel plaza locations that allow handicap and wheelchair access
 - 24H Road Services: Gives information on how to signal distress in an emergency on the ITR; what emergency services ITRCC provides
- **Career Opportunities**: A PDF application form, and lists any current job opportunities at ITRCC
- **Doing Business with us**: Purchase management section; how to apply to be a vendor on the ITR; lists any open construction projects currently out for bid
- **Road Information**: Gives current construction projects on the ITR; details specific information county-by-county along the road
- **Toll Rates & Trip Info**
 - General Information: Option to open a Toll Road map; gives number of toll plazas and length of road
 - Vehicle Rates by Class: Toll rate charts separated by vehicle class (axles)
 - Emergency Information: Gives information for Indiana State Police, winter weather line, and disabled vehicles
 - Travel Information: Gives information on travel plazas, truck-only parking, and nearby overnight accommodations
 - Toll Road Map: Opens a PDF map
- **Commercial Trucks**
 - Truck Information: Information on ramps, travel plazas, truck-only parking, and commercial truck holiday ban list
 - Lane Widths: Provides chart with dimensions of each lane at each toll plaza on the ITR
 - Dimensions & Weight Limits: Gives details on truck height, width and length, and how those apply to our requirements
 - Applications: How to obtain an oversize vehicle permit
- **In the Community**
 - In the Community: How to submit a donation request to ITRCC
 - Donation: List of logos from organizations to which ITRCC has donated; each logo links to organization's page
- **Frequently Asked Questions**: List of FAQs for E-ZPass users and Toll Road general questions
- **My E-ZPass Account**: Opens log-in boxes to access E-ZPass account for users

- **Activate Retail E-ZPass:** Directions on how to activate a retail tag
- **E-ZPass Terms:** Opens PDF of E-ZPass user terms and conditions
- **Useful Links:** Provides links to other E-ZPass agencies and other Toll Road agencies

Architecture/ Functionalities (Secure site)

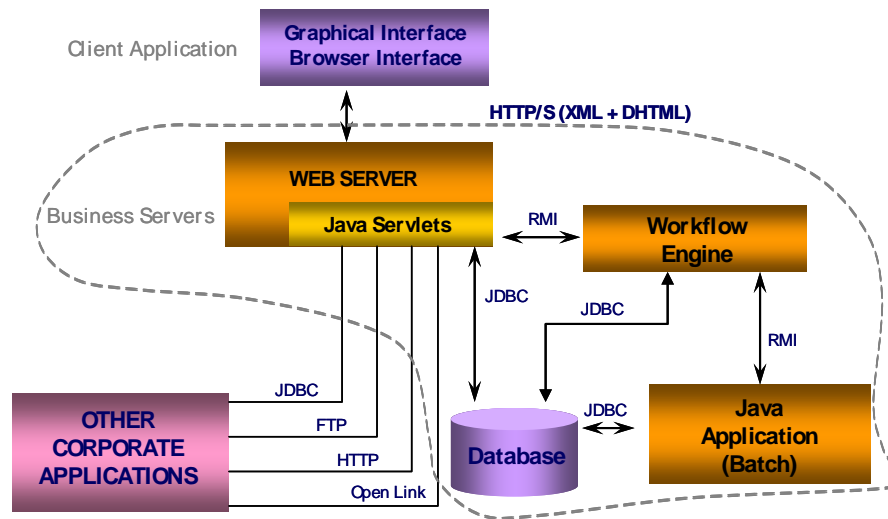
The current secure section of “My E-ZPass account” contains the following:

- **My E-ZPass account (homepage):** Contains the following subtypes listed below, as well as information pertaining to Questions or Comments, along with a “Contact Us” section below. Selecting one of the sentences that is a hyperlink in this section will open an email and the “to” and “subject “ lines already filled in based on the selection the customer chose, and allows the customer to submit the email.
 - Account Information: Displays customer’s personal, payment info, transponder and vehicle listings, allowing the customer to also update each of these areas. Also included are the customer’s account data which includes his or her E-ZPass account number, type and status of E-ZPass account, as well as the option to select a link to open the customer’s transaction history. The current transaction history displays the customer’s current account data, a low balance, replenishment amount, unposted payments and current balance amounts. Below this area is data 15 lines showing at a time, in which customers have the option to input the page number they would like to view or select arrows to see other day’s data, and each of the lines would include a posted date & time, transaction date & time, description of the current lines charge or credit such as a Toll or Away toll, the serial # associated to the charge/credit, the entry & exit plaza (location of travel) the \$ amount for the charge, balance due column, credit balance due column, entry & exit lanes, payment code (this is a code associated to any payments applied to the customer’s account)
 - Invoice Information: This section is for customers with post-paid accounts in which invoices are generated for monthly tolls, any invoice during the duration of the account is able to be viewed in PDF format & the option to either open or save. Any invoices unpaid will also show in this screen and allows the customer to make a payment on the invoice.
 - Statement Information: This section is for customers with pre-paid accounts as they pre-paid balance to have tolls deduct when there is a charge. Customers can access any monthly statement & quarterly statement if the option has been selected from the time the account was opened to the most recent statement, this is able to be opened or saved in PDF. There is a link to the current transaction history as well in this screen. As explained above, the current transaction history displays the customers current account data, a low balance, replenishment amount, un-posted payments, current balance amounts. Below this area is data 15 lines showing at a time; the customer has the option to input the page number they would like to view or select arrows to see other day’s data. Each of the lines would include a posted date and time, transaction date and time, description of the current line’s charge or credit such as a “toll or “away toll,” the serial number associated to the charge/credit, the entry & exit plaza (location of travel) the dollar amount for the charge, balance due column, credit balance due column, entry & exit lanes, payment code (this is a code associated to any payments applied to the customer’s account)
 - Purchase E-ZPass: This will display customers’ personal data, account number, type & status. The option to process a request for a E-ZPass transponder to be shipped, by inputting the required fields for the vehicle license plate number, issue state for license plate (drop down menu), vehicle class & data (ex. 2 axle truck or 3 axle truck) this is a drop down as well; E-ZPass type drop down option, the year, make, model of vehicle and the color (drop down), the customer also can remove the last request to order a E-ZPass device, or request additional E-ZPass transponders, one last option is a link to Retail E-ZPass in which the customer is then transferred to this page of the website to proceed.
 - Activate E-ZPass account: Allows the customer to activate a transponder by inputting a 5 digit code into a field or a link to Retail E-ZPass Activation.
 - Remove E-ZPass/Close Account: Lists all transponders associated to the E-ZPass account- the list includes the following data for each E-ZPass device-device serial number, status and type, along with the vehicle class, license plate number and license plate state. The customer selects the specific serial number they would like removed from

their account and proceeds with selecting remove. General information is displayed below the lists to advise customers of information pertaining to this function.

- Lost/Stolen notification: Lists all transponders associated to the E-ZPass account. The list includes the following data for each E-ZPass device: Device serial number, status & type, along with the vehicle class, license plate number and license plate state. The customer selects the specific serial number they would like to report as Lost/Stolen, then report as lost. Information is displayed below the listing for the customer pertaining to this function.
- Reactivate E-ZPass: List of all transponders currently reported as Lost/Stolen. The option allows the customer to select the specific serial number they have now located and select the transponder, then activate to process the request.
- Disputes: When selecting the Disputes option from the menu, the Dispute option no longer shows and another option appears showing Complaints with Incorrect Invoice listed below it. By selecting Incorrect Invoice a comment box appears on the screen for text entry to be input by the customer and the option to clear or accept what they have keyed in the comment box.
- Change Pin: Allows the customer to input their old pin and proceed with entering a new pin of their choice and a field for this to be re-entered for verification and the accepting of this process.
- Retail E-ZPass: This section allows the customer to input an E-ZPass serial number twice for validation and proceed with adding and activating the device on their account. General information is displayed above the validation boxes for the serial number; below the validation boxes is an image of the transponder with the serial number outlined for the customer's reference, the customer would then select next to proceed with the rest of the steps required to add and activate the specific device.
- Exit: Selecting exit will close out the customer's account and return them to the ezpassin.com homepage.

Technical information



The ITR's website is composed of 2 interfaces. The Public site which handles general information to the public and the secure site, which handles EZ-Pass accounts. The secure site interacts with our Oracle database and allows customers to process payments through our "Rita" environment through Chase Bank.

The current environment:

- Host Server: Sun Fire V245
- Memory: 8192 MB
- Web server: Sun Java System Web Server 6.1 SP16
- Programming Languages: Java 1.6, JSP, and HTML

- SMTP E-mail protocol

The communications with the servers are resolved through HTTP/S over TCP/IP.

The Web Server was developed under the J2EE standard components, such as Servlets and JDBC. All data interfaces between subsystems are implemented using XML.

This interface interacts with Batch processing, developed in Java with RMI and Oracle database, using JDBC to access.

Online components are integrated onto a Web Application Server. Each request is received by the Web Server by a named component and passed to the Business Distribution Engine (BDE).

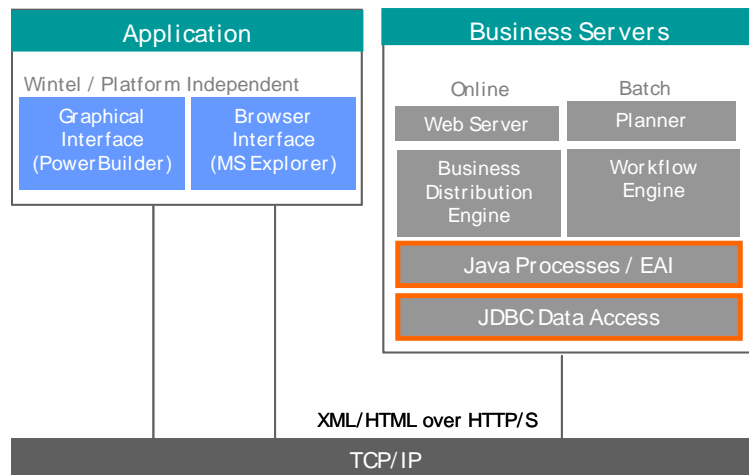
BDE is responsible for:

- Analysis of the request
- Verification of the authorization
- Redirection of the XML request to the business process unit in charge of its resolution
- Receiving the XML result from the Business Process Unit
- Redirecting the XML result back to the user interface via Web Server

BDE is implemented in Java by means of Servlets (pre-compiled Java programs waiting for execution).

All requests are received by means of XML documents through POST / GET methods of HTTP. XML Documents used in requests are standardized.

Servlets distribute incoming requests to the corresponding process classes (pool of process classes). The execution of process classes involves the execution of a specific activity. A common interface is implemented.



SCOPE OF WORK AND REQUIREMENTS

Browser and smartphones

Website must be compatible with all common browsers, including but not limited to Internet Explorer, Firefox, Safari, Google Chrome, etc.; all platforms; all screen sizes; and operating systems (including but not limited to Windows, Apple, etc); and compatible with smartphone technology (including but not limited to Blackberry, iPhone, Droid, Windows, etc.).

Any current technology not including the previous list is expected by ITRCC to be included by the Contractor in the final product compatibility. Likewise, the Contractor should provide ITRCC with a plan to test that the performance of the website is not affected depending on the user's browser or method of viewing.

Graphics and ergonomics

The new website design must consist of the following (including but not limited to):

- Be visually appealing consisting of a mix of text, photos and graphics, included in sections to be determined by ITRCC
- Be cleanly designed - visuals should not detract from the content
- Have easy and intuitive navigation
- Each section of the site should have a common look and feel
- Themes must comply with ITRCC and E-ZPass electronic toll collection
- User-experience-oriented
- Smooth page transitions
- Professional look and feel
- Contractor must work hand-in-hand with ITRCC, and ITRCC will validate any design produced by Contractor

Color scheme and artwork

Each section of the site should have a common look and feel. The ITRCC logo and/or selected masthead should be prominently displayed on every page as a common header. Each section of the site should have a consistent design; a common look and feel. The use of photographs, fonts and layouts should be consistent throughout the site. The site should be easy to navigate. Information should be grouped and presented in a logical manner and require no more than three levels of "drill down" for the user to find the desired information.

ITRCC will provide all photos and artwork. The color scheme is to remain consistent with ITRCC colors: Orange for the public site and E-ZPass purple for the secure site.

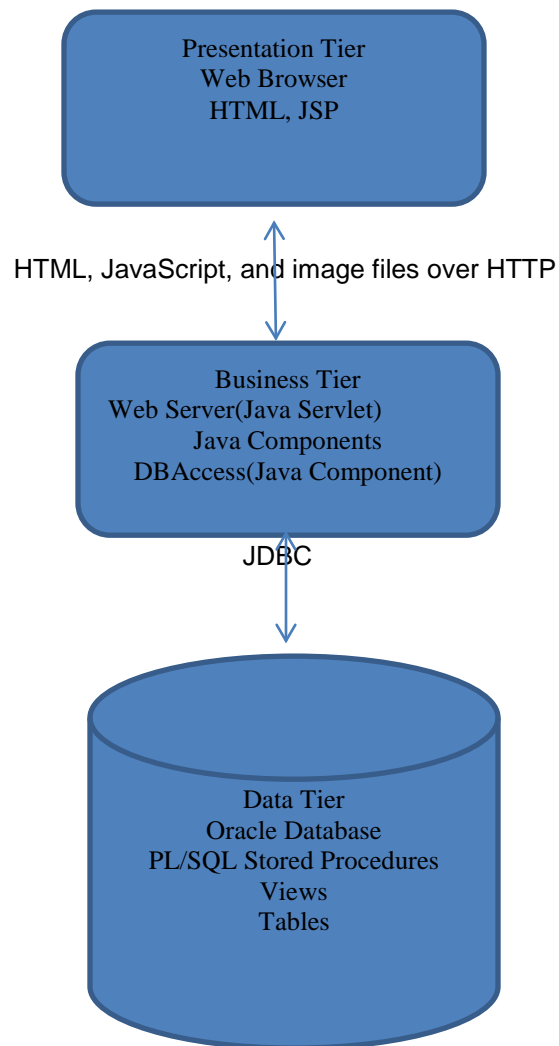
Functionalities

The site must create a seamless user experience with intuitive navigation, well-organized content and interactivity where determined. Social media will be integrated throughout site.

- Must be user-experience oriented
- Goal is to provide the public with an alternative means of communication with ITRCC customer service and officials
- Internal site search capability
- Facebook and Twitter feeds on homepage
- Capability to integrate and/or migrate video files
- Provide necessary software and licenses to maintain site internally or externally
- Integration of analytics to determine site hits and visitors
 - Also determine what sections and functions users are accessing when they visit
- ITRCC's webmaster should be able to update web content on specific pages easily and quickly. This includes posting PDFs, updating content and changing or adding photo content
 - Create a site-management system that allows multiple departments to update particular portions of site content through interface, but streamlines all other site maintenance for ITRCC webmaster

Back-end integration and interface

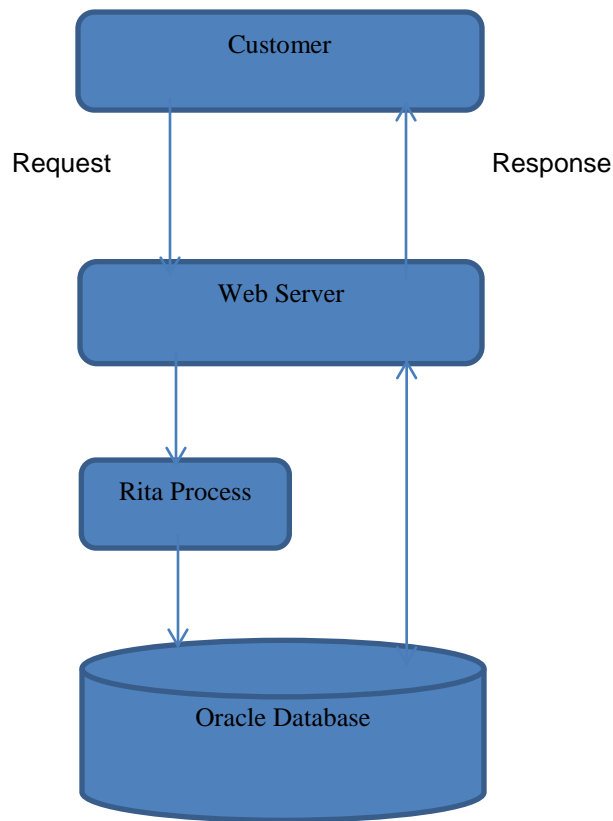
Below is a diagram of the path that the website will need to flow.



For the secure site of ITR's website, the ezipassin.com website must have secure connection to our BackEnd Oracle database. All customer information is hosted on Solaris 10 with Oracle 11g.

Payment processing gateway integration

The diagram below is the payment process and must be followed:



Customer financial transactions through the website must be through a secure tunnel and get processed through our Chase Payment “Rita” Process. Within the secure website, customers are allowed to purchase new transponders, make payments, etc. by using their credit card or banking information. There needs to be online verification of card validation.

Technical specifications

- Content management
 - On-demand features
 - Chat feature, using “online now” when customer service agents are available, connected to phone line queue
 - Ability to enable and disable chat feature when call volume is too high; and disconnect when patron is idle
 - Content updates
 - Create a site-management system that allows multiple departments to update particular portions of site content through interface, but streamlines all other site maintenance for ITRCC webmaster
- Latest version of Java and JSP
- Oracle Weblogic Server
 - The Oracle WebLogic Server is a powerful Java EE–compliant application server capable of supporting multiple web applications by serving dynamic content through servlets, JSPs, and custom tag libraries. You can also use WebLogic Server as a full-fledged HTTP server, serving static content such as HTTP pages, applets, and multimedia files, just like a normal web server.
- The environment will be hosted on Oracle Solaris 10
- The coding will validate the necessary fields that customers enter (for example, credit cards only allow 9 digits, license plates will not allow special characters etc.).
- All coding / text will be in English
- All coding must contain comments describing input variables, output variables, author, and last update date.

- Existing code from the current application will be provided to help identify the key fields and data record elements that will be needed for the proper functionality requested.
- Development of code must use a version control software program of Contractor's choosing. Difference between current and new versions must be provided for all patches / updates.
- Performance
 - Need to handle 200,000 account users for secure portion
 - Pages will need to load within 4 seconds

Environments and testing

ITR will provide a preproduction environment for Contractor to develop on. This will be on Oracle Solaris 10 environment that ITR will maintain. All work will be documented and testing will need to be approved by ITR. Progress meetings will be set up weekly for viewing of the preproduction site and any developments that need to be discussed.

The test program for this project will verify that the system meets the performance and functional requirements of the system, and that the components perform as required.

The test plan is the description of which types of tests will be run, how the functional requirements of the system will be tested, by whom, and how success or failure and remediation shall be determined and measured. Test procedures and scripts are used to execute the test plan, with instructions for the test team and evaluators.

The tests at the various levels are developed thus:

- Test Plan
- Test Procedures and Scripts
- Test Result Analysis, Fixes and Regression Testing.

The test program, i.e., the design, conduct and review, shall be conducted and evaluated by the Contractor under the observation and review of ITRCC. ITRCC retains the right to conduct ad hoc tests of the system as pieces are installed, to include "design to fail" tests such as deliberately inputting invalid data, or stopping connecting processes.

Any approvals, corrections or determinations by ITRCC regarding the test program do not relieve the Contractor of the responsibility to provide a complete system in accordance with the RFP, Contract and Specifications.

This Approval of the Factory Acceptance Test shall in no way reduce or eliminate the Contractor's full responsibility to resolve any problems and make the website work in full conformance with the requirements of this Contract. Nor shall it limit the rights of ITRCC to bring website problems to the attention of the Contractor at a later time.

Prior to any code being implemented in production, all software (packaged or coded) must complete a development stage test by contractor and a System Eval test in a separate zone by ITRCC following contractor-provided implementation instructions.

All non-critical production updates must be scheduled, and cannot be earlier than one week after System Eval test is completed

Test types and areas

The tests to be performed shall be defined in the Contractor's test plan and test scripts. These documents shall be submitted for the review and approval. The following are suggestive of the types of tests to be performed:

TABLE 4 - PARTIAL LIST OF TEST CATEGORIES

| <u>System Category</u> | <u>Test Category</u> |
|------------------------|---|
| WebSite - Public | Home Page loads |
| WebSite – Public | All pages are in correct format and layout |
| WebSite – Public | Review all links to make sure nothing is broken |
| WebSite – Secure | Account Login |
| WebSite – Secure | Performing all functions for an existing customer |
| WebSite – Secure | Performing all functions for a new customer |
| WebSite – Public | For authorized users, uploading information |
| | |

Security and PCI Standards

- Secured with SSL certificate through VeriSign.
- Coding must comply with current PCI-DSS standards as referenced in <http://pcidssfaq.org>.
- Website must protect against spam/hacker attackers. Plugin to protect against Spam And Hackers
- For secure area, create a log of login attempts/successes/failures. This will include date and IP address.
- Industry standard for password complexity and protection

Documentation and deliverables

ITRCC will provide all necessary website documentation as requested. Contractor will supply and perform installation of all software and documentation included in the contract, complying with all the requirements of the Final Design.

Contractor is required to provide all documentation regarding the project, including but not limited to:

- Test plan
- Project plan
- User manual
- Artwork/graphics
- Technical plan
- Graphical plan

Final delivery of all the source code documentation, including final versions of all documents related with the design of the application and mentioned in the previous sections. These documents will be sent to ITRCC for approval at least one month before completion date. One month before the date of the last department's application is complete; the following documents shall be submitted to ITRCC for approval:

- a. Functional and technical documents of all software and source code, including at least:
 - i. Operating manuals
 - ii. Administration manuals
 - iii. Source code
 - iv. Support
 - v. Warrantee certificates
 - vi. Installation protocols

vii. Information back-up protocols

All are to be detailed in Contractor's proposal, as well as any recurring costs to be included in hosting of new website (licenses, etc.).

Working Hours and Prosecution of Work: It is within the scope of work of this contract to perform work with the minimum impact on Toll Users' or ITR customers' work flow. The scope of work shall be coordinated with ITR's IT staff and department managers.

Training

The Contractor shall establish a training program for the ITRCC users. The focus of the training program shall be to "train the trainers" and instruct ITRCC staff in usage of the new ITR website. Contractor training shall provide an overview of design, operations and maintenance of the system. ITR will provide a listing of designated personnel to whom the Contractor will provide training and who will be designated as ITRCC trainers subsequent to the completion of the training course.

The courses shall include instructions in proper usage of the website and training of updating the new site for administrators and key ITR staff. The total package of courses shall be no less than a minimum of eight hours and shall be organized into the following sessions unless otherwise modified at the request of the Contractor and approved by ITRCC:

- System Overview—Introduction
- WebSite Operation
- System Maintenance

The Contractor shall prepare a detailed course syllabus of course materials and shall submit detailed course outlines, draft manuals, handouts and resumes of proposed instructors for review and approval by ITRCC staff two (2) weeks prior to the proposed dates of training. ITRCC staff will review and request modifications as necessary and will formally request those courses to be modified prior to training. The Contractor shall provide all equipment and materials required for training sessions. If the Contractor feels that additional training should be provided to the ITRCC-designated staff trainers, the Contractor shall submit this requirement at the same time the Contractor submits the course syllabus.

The following training sessions shall be provided at a minimum, with no limit on the amount of ITRCC employees to be trained:

- System Overview and Introduction;
- Application Operations;
- System Maintenance

Guarantee and maintenance

The Contractor will provide technical support and maintenance for a test period of 90 days following the completion of the new site. Warranty period begins upon system Final Acceptance for all software acquired and design or installation work performed under this contract. Any program flaws before the 90-day period starting after acceptance will be corrected by the Contractor at no cost to the ITRCC. All labor and regression testing are covered by Warranty. Any deficiency in the ITR website that leads to any or all parts of the Toll Road Operation to perform below system performance specifications shall be rectified by the Contractor under warranty. After the 90-day test period and barring any issues, ITRCC will assume all tech support and maintenance.

If any additional software requires maintenance fees, this will need to be approved by ITR management staff.

SITE MAP: The following describes ITRCC'S requests

Pages and content

All site wording, graphics and logo will be provided by ITRCC. The Contractor will work with ITRCC in developing the look and feel of each web page. The Contractor will generate any artwork modifications as needed.

For any screen in which personal information is input (including but not limited to E-ZPass log-in, vehicle modifications, payment info), a secure validation form using letters and numbers must be used to avoid spam.

Page transitions

As per the proposed menu options below, clicking each link will take the user to that particular page, while keeping the menu static. Each page should contain the same layout, colors and design scheme to ensure consistency. ITRCC will collaborate with Contractor on design for each page. A key necessity to mention is that we wish to have no pop-ups in the new website; currently many visitors are unable to view www.ezpassin.com due to their pop-up blocker settings, and the new design would remove that issue.

Menus and options

The following are the proposed sections and sub-sections for the new **public** website. Content on each webpage will be re-written and updated by ITRCC for Contractor. The menu will be dynamic, in the event that ITRCC's webmaster were to need to make any changes after the contract is completed. A sketch of the proposed menu location and layout is also included below:

- **Home page**
 - Large slot for 3-4 rotating photos & text linking to interior pages
 - 1 or 2 paragraphs of descriptive text with links to interior pages
 - Social media news feeds: Twitter and Facebook boxes showing ITRCC current status, with option to "like" or "follow"
 - Icon taking user to "toll rate trip calculator"
 - Option to sign up for e-newsletter: E-newsletter is monthly; contains relevant ITR news
 - Ability to log-in to E-ZPass account using e-mail address or username and password
 - Ability to retrieve username/password via e-mail
 - Current events ticker running across top
 - Icon to click and "pay unpaid toll" online with toll #
 - User survey link
 - Amber Alert and weather link
- **All About E-ZPass**
 - Frequently Asked Questions
 - E-ZPass Terms (opens PDF)
 - Activate retail tag: Activate E-ZPass bought in travel plaza or CVS store
 - Order additional mounting strips: Allows customer to order mounting strips directly and electronically from ITRCC
- **Contact Us**
 - Contact Information: Address, e-mails, phone numbers
 - CEO's Message & ITR History: Brief description of ITRCC and customer service, and how the ITR came to be built, including the structure of current operator ITRCC
 - Claims: Information on making damage claims against ITRCC, including a PDF form to electronically submit
 - Submit vehicle incident: Information regarding vehicle leaking fuel, overflowing while filling a vehicle fuel tank or losing its load, etc
 - ITR Staff Biographies: Short bios of ITRCC managers/directors
 - Career Opportunities: Job openings and applications to be electronically submitted
 - Community donation requests: Opens form to ITRCC employee in which organization can submit written request
- **Travel plazas/rest stops**
 - Information, with description and location list
 - Handicap accessibility: Information on which plazas have handicap accessibilities
- **Road construction**
 - Links to lane closure reports with brief descriptions

- **Media**
 - Press Releases: Archived and current press releases
 - ITR photos: Selection of professional photos for use by media and public
 - Social media: Facebook and Twitter with option to Like or Follow
 - Traffic and revenue section: Links to Macquarie annual reports
 - E-newsletter archive: Past PDFs of monthly E-ZPass newsletter
- **Doing Business with us**
 - Supplier form available online and put into internal searchable database.
 - System to send notifications to companies as soon as bid documents are posted.
Supplier must fill out form and select option to “send notice when bid docs are posted”
- **Road Information**
 - Emergency information: Gives information for Indiana State Police, winter weather line, and disabled vehicles
 - 24H Road Services: Gives information on how to signal distress in an emergency on the ITR; what emergency services ITRCC provides
 - Travel information: Gives information on travel plazas, truck-only parking, and nearby overnight accommodations
- **Toll Road Map**
 - Interactive map, highlighting travel plazas and exits when mouse hovers
- **Toll Rates**
 - General Information: Toll rate adjustments – when and how they are calculated
 - Vehicle Rates by Class: Grid for each class of vehicle tolls
 - Pay unpaid toll: Electronically submit info to pay an unpaid toll
 - Toll rate trip calculator: Patron can submit entrance location and exit, along with vehicle class and cash/E-ZPass to receive detailed toll rate info
 - How to pay: Interactive ATPM and ATIM, showing instructions when mouse hovers: Graphics of machines, instructions pop up in bubbles
- **Commercial Trucks**
 - Truck Information: Information on ramps, travel plazas, truck-only parking, and commercial truck holiday ban list
 - Lane Widths: Provides chart with dimensions of each lane at each toll plaza on the ITR
 - Dimensions & Weight Limits: Gives details on truck height, width and length, and how those apply to our requirements
 - Permit applications: How to obtain an oversize vehicle permit
- **My E-ZPass Account:**
 - Log-in screen to access E-ZPass account

We will use most of our existing web content. New content will be written as necessary by ITRCC staff. The following are the proposed sections and details for the new **secure** portion of “My E-ZPass account”:

- **My-E-ZPass (homepage)**
 - A slot in which text can be modified by ITRCC for important message to E-ZPass account holders, this will remain static throughout the navigation of the E-ZPass account options
 - Overview of customer account summary: Include an information bar to remain static throughout the navigation of the E-ZPass account options to include: current balance, low balance, expected replenishment & pending payments.
 - Summary will include:
 - Account holder name, address, phone #'s, email address, method(s) of payment (could be 1 or 2), authorized persons, list of E-ZPass transponders by serial #, followed by the primary vehicle data for each serial # to include - vehicle type, year, make, model, color, license plate #, license plate state (drop down of states), E-ZPass status, list additional authorized vehicle data associated to each E-ZPass serial # under the primary vehicle data.(allow messages to appear based on account or transponder status)

- Section on the left to show Categories with subtypes for account options E-ZPass customers can utilize, this area is to remain static throughout the navigation of the E-ZPass account options
- Categories & subtypes to include:
 - Updates & Account Options
 - Update Personal Info: Option to update first, middle, last name. update mailing address, must use the QAS verification software to confirm entry into fields is a valid address, requires each section of the address to be separate fields (street #, street name, street type (drop down), pre & post directions (drop down), unit #, unit type (dropdown), 5 digit zip code + 4, city, state (drop down). Update phone info to include primary, cell, home must be validated. Option to update email address and re-enter for validation. Add Authorized Person(s) – E-ZPass customer service can only speak with the account holder or who is listed as authorized on the account, this area would allow the customer to add, modify or delete authorized persons, limit of 5 entries. Option to modify user login info.
 - Add/Modify/Delete Vehicle Info: List the primary vehicle data associated to each listed E-ZPass serial #, along with additional authorized vehicles for each serial #, to include – serial #, vehicle type, year, make, color model, plate #, license plate state (drop down), and for each vehicle the option to add/modify or delete, with the exception of the primary vehicle data associated to each transponder, for primary the customer should only have the option to modify the vehicle data, a few sentences to provide information to the customer, link to request mounting strips be sent to customer. A link for the following 2 options below with in this Account option:
 - ◆ Mounting Instructions: PDF document to open to provide information on how to mount the E-ZPass Transponders (allow message to appear if vehicle model requires alternate mounting and refer customer to alternate mounting instructions page.
 - ◆ Request Mounting Strips: link to open a form already including customers name, mailing address, account number and then a box for them to input the amount of strips they are requesting, by selecting submit, an email will generate and come into Customer Service for the request to be processed.
 - Update or Add Form(s) of Payment: All pre-paid accounts have a primary method, customers have the option to have a 2nd method listed as backup to the primary, this should list the primary & if applies the secondary, if there is no secondary on file, the option to add a secondary method should be shown. If there are 2 methods allow a check box next to the primary to make this the active method to fund the account, the customer should only have this option if the secondary method is currently set as the active method. Few sentences to provide information to the customer pertaining to this area.
 - Statement/Invoice Options: If the account is a pre-paid account the customer will have statement options- receive email notification (Free), mailed monthly statement (\$1), quarterly statement (\$1) and should be able to select more than 1 option. Post-paid accounts will allow the customer to have the Invoice options – email notification, detailed invoice \$, few sentences to provide information to customer
 - E-ZPass Account Management
 - Process a Payment: For pre-paid customers allow customers to input the dollar amount, if the transponder status is invalid and the dollar amount the customer is inputting is not sufficient to reinstate the account allow an alert to advise the customer of the minimum payment required. The customer's primary method of payment should already be shown, the option for the customer to use an alternate

method one time for the payment which would be either credit card or checking account (payment info must be validated), payments must communicate with processing server and process in live time for immediate response of approval or decline, for post-paid accounts generally there is not a payment method already on the account, if there is it will need to be shown and/or the option to use an alternate method as a pre-paid customer would have, post-paid will list amounts due for any current or outstanding invoices so the customer can pay, few lines for additional information for customer, payments will need to be processed in live time for immediate approval or decline.

- Activate E-ZPass- This will cover 3 types of activations as stated below:
 - ◆ Activate an E-ZPass transponder received via US Mail: Allow customer to input activation code received with E-ZPass transponder, this is a code associated to the order and this must be validated with the ITR Client/BOS, upon entry of this code allow the customer to enter & accept entry, provide alert that the process was successful and provide activation period details.
 - ◆ Activate Retail Transponder: This is a transponder the customer purchased at a retail location, have 2 spots for images of transponder, 2 entry fields to start the process of activating, the fields would include the customer inputting the E-ZPass serial # twice for validation, the serial # must also be validated to know that the device is actually a Retail transponder, upon the entry & validation, next step click on continue and page transfers to the next to proceed with the process. Few sentences to provide info for retail activations.
 - ◆ Reactivate Lost/Stolen E-ZPass Transponder: If an E-ZPass transponder has the status of LOST/STOLEN then the transponder & vehicle data would be shown and allow the customer the option to Reactivate transponder, upon selecting Reactivate, provide confirmation alert to advise process was successful and the activation period. Few sentences to provide info for lost/stolen transponders
 - Note the following must be included on the Activate E-ZPass page & the last page of the Activate Retail transponder process:
 - Mounting Instructions: PDF document to open to provide information on how to mount the E-ZPass Transponders (allow message to appear if vehicle model requires alternate mounting and refer customer to alternate mounting instructions page).
 - Request Mounting Strips: link to open a form already including customers name, mailing address, account number and then a box for them to input the amount of strips they are requesting, by selecting submit, an email will generate and come into Customer Service for the request to be processed.
- Order E-ZPass – request to order a new transponder to receive at their address on file or allow option to input alternate address for shipping of the order, the customer would need to input the vehicle type (drop down), year, make, model, color, license plate # & license plate state (drop down), the option to add additional transponders to the order, once customer is done inputting, select continue, next page is confirming they are ordering a transponder(s) to be shipped to them, inform them of the breakdown of the cost for the order, few lines to provide information to customer regarding the order, allow either CANCEL or CONTINUE TO PROCEED, IF cancel order is deleted, IF continue the order would be submitted, after CANCEL or CONTINUE is selected provide a final message to advise order has been

cancelled or is in process. Upon confirming return customer to My E-ZPass Account Homepage – Account Summary

- Note the following must be included on the confirmation page of this process
 - Mounting Instructions: PDF document to open to provide information on how to mount the E-ZPass Transponders (allow message to appear if vehicle model requires alternate mounting and refer customer to alternate mounting instructions page).
 - Request Mounting Strips: link to open a form already including customers name, mailing address, account number and then a box for them to input the amount of strips they are requesting, by selecting submit, an email will generate and come into Customer Service for the request to be processed.
- Report E-ZPass Lost/Stolen: List all active transponders by serial # & include the primary vehicle type & data associated to the specific transponders, allow the customer to report the transponder lost/stolen, upon selecting the option, provide confirmation to complete process, once confirmed return customer to My E-ZPass Account Homepage – Account Summary, also a few sentences to provide information pertaining to this process.
- Remove E-ZPass/Close Account: List all E-ZPass transponders by serial # and include the vehicle type & vehicle data for the primary vehicle on each serial #, allow the customer the option to select one or more E-ZPass devices to remove them from the account, IF there is only one device on the account and is selected to be removed, before the process starts to complete provide an alert to the customer advising by removing the only transponder on the account this will close the account and allow them to proceed or cancel request, if there is more than transponder still confirm on each device being removed the customer actually wants to proceed with a confirmation. Area for few sentences providing information to the customer.
- E-ZPass Disputes – screen should automatically load all transactions from the last Statement/Invoice and any transactions posted after the Statement/Invoice. Next to each transaction allow a column for a check box and when the customer selects the check box allow a comment box to appear to allow text entry by the customer to advise why the charge is being disputed.
- Documents & Reports
 - Recent Transaction History: For Pre-Paid this will display all transactions since the last statement generated and allow the customer to scroll up or down to view, a posted date & time, transaction date & time, description of the current lines charge or credit such as a Toll or Away toll, the serial # associated to the charge/credit, the entry & exit plaza (location of travel) the \$ amount for the charge, balance due column, credit balance due column, entry & exit lanes, payment code (this is a code associated to any payments applied to the customer's account)
 - Statements/Invoices: This screen will need to load statement data for Pre-paid accounts and Invoice data for Post-Paid accounts. Prepaid Accounts (this section will list the last 6 months statements in chronological order, search field to load statements older than 6 months, statements to open in PDF format or option to export to excel, ability to select multiple statements for printing invoices: Post-paid Accounts (section to list the last 6 months Invoices in chronological order, search field to load invoices older than 6 months). Invoices to open in PDF format, ability to select multiple Invoices for printing, link to Process a Payment for Invoice

- Tag Status Report & License Plate Listing: Report listing the E-ZPass transponder status changes by date and current vehicle data associated to the device, E-ZPass customers use this to assist with violations received from other E-ZPass agencies, open in PDF
- Tag File Report – list of all E-ZPass device serial #'s and the vehicle data associated to each of the E-ZPass device, to open in PDF or Excel.
- Icon & link for Live Chat assistance: Option for customers to select link for assistance through chat, however link should only appear or be available when Call Center agents are able to assist. This would need to be associated with Call & E-mail Queue.

OPTIONAL FEATURES

Certain features will remain optional to ITRCC pending cost and feasibility. Examples include customer service chat, using an “online now” icon on the homepage when customer service agents are available, connected to phone line queue. ITRCC must have the ability to enable and disable chat feature when the call volume is too high; and disconnect when patron is idle. ITRCC reserves the right to implement all or part of optional features.

SPECIAL CONSIDERATIONS

After notice of Award, and prior to an initial mobilization conference, the Contractor shall prepare and submit a detailed Project or Progress Schedule outlining the order in which it proposes that work shall be performed. This schedule shall be based on anticipated dates by which the Contractor plans to start controlling items and dates for completion. The specific development deadlines set forth in this Contract shall be identified in this Project Schedule. The summary schedules are to be used in the progress meetings to show work progress over the last month and project work for the next month.

Upon submittal of the Contractor's Progress Schedule, a mobilization meeting shall be held within 14 days of the Notice of Award letter with ITRCC and the Contractor. At this meeting, all appropriate lines of communication for both oral and written correspondence shall be established. Appropriate methods for documenting meetings, telephone conversations and other communications shall also be defined. The Contractor's Project Schedule shall be reviewed in detail and refined as necessary. Upon acceptance of this Progress Schedule, ITRCC will provide the Contractor a Notice to Proceed with the project.

Any failure or delinquency in submission of the schedule shall be treated as default on the part of the Contractor, who will then become liable for all possible actions which can be taken, including withholding of any payments due on the Contract.

The Contractor shall use all practical means to make the progress of the work conform fully to that shown on the approved Progress Schedule. If the Contractor fails to continue to meet the Progress Schedule, the Contractor may be required to take any or all of the following actions at no additional cost to ITRCC:

- Perform overtime work
- Increase the number of personnel assigned to the project

The Contractor shall provide one point of contact to ITRCC through which all communication will be directed. The Contractor shall also prepare and submit monthly progress reports on the status of all major items and activities. The monthly progress report shall include an updated project schedule.

Project progress meetings shall be conducted approximately monthly at the ITRCC offices, at a schedule to be proposed by the Contractor. The purpose of these meetings will be to monitor progress, discuss design issues and plan for system installation, test and start-up of operations.

ITRCC requests a fixed bid proposal for the project. Any changes in scope will be managed through a change order management process, with each change being approved by ITRCC in advance.

Attachment 2
Draft Contract

INFORMATION TECHNOLOGY SERVICES AGREEMENT

ITR Concession Company LLC

- and -

Contractor

July 12, 2011

Table of Contents

| | |
|---|----|
| ARTICLE I General | 27 |
| ARTICLE II Commencement and Term | 27 |
| ARTICLE III Performance of Services | 27 |
| ARTICLE IV Representations, Warranties, and Covenants | 28 |
| ARTICLE V Charges and Payment | 30 |
| ARTICLE VI ITRCC Obligations | 31 |
| ARTICLE VII Confidentiality | 33 |
| ARTICLE VIII Intellectual Property | 35 |
| ARTICLE IX Liability..... | 36 |
| ARTICLE X Termination..... | 37 |
| ARTICLE XII Force Majeure..... | 39 |
| ARTICLE XII Miscellaneous..... | 39 |
| 1. Definitions | |
| | 44 |
| 2. Rules of Interpretation | |
| | 46 |

Schedules

| | |
|------------|---------------------------------------|
| Schedule 1 | Definitions and Rules of Construction |
| Schedule 2 | Statement of Work |
| Schedule 3 | Service Charges |

THIS AGREEMENT FOR THE _____(this

"Agreement"), dated _____ (the **"Effective Date"**), between ITR Concession Company LLC (**"ITRCC"**) and _____ (**"Contractor,"** together with ITRCC, the **"Parties"** and each individually, a **"Party"**).

WITNESSETH:

WHEREAS, ITRCC is a party to that certain Indiana Toll Road Concession and Lease Agreement, entered into between the Indiana Finance Authority ("IFA") and the ITRCC dated April 12, 2006, as amended, supplemented and/or modified from time to time (**"Concession Agreement"**), pursuant to which ITRCC is to operate, manage, and maintain the Indiana Toll Road (**"ITR"**);

WHEREAS, ITRCC seeks to enter into contract for _____.

WHEREAS, ITRCC has procured that Contractor, and Contractor has agreed, to provide or cause to be provided through its Affiliates and Subcontractors certain services subject to the terms of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

General

1.1 Scope of the Agreement

1.2 Definitions and Construction

The definitions and the construction set forth in **Schedule 1** (Definitions and Rules of Construction) shall apply to the interpretation and construction of this Agreement.

ARTICLE II

Commencement and Term

2.1 Commencement

This Agreement shall come into force and effect on the Effective Date as defined in the preamble.

2.2 Duration

Unless terminated earlier in accordance with Article XI, this Agreement shall continue in force from its Commencement in accordance with Section 2.1 for a period of _____ The Agreement may be renewed for successive one year periods, upon written, mutual agreement of the Parties.

2.3 **The “Term” of this Agreement shall be the period between (i) the Agreement’s commencement pursuant to Section 2.1 and (ii) expiration pursuant to this Section 2.2 or earlier termination pursuant to Article XI.**

ARTICLE III

Performance of Services

3.1 General

3.2 Service Levels

In performing its obligations under this Agreement, the Services shall to be provided in accordance with the Service Levels set forth in **Schedule 2** and, where such Service Levels are not defined, in a workmanlike and professional manner.

3.3 **Service Level Failures & Penalties**

If there is a Deficiency, then upon being notified of the Deficiency in writing by ITRCC, Contractor shall take all steps, including but not limited to the application of the applicable penalty provisions, as set forth in **Schedule 2**

ARTICLE IV

Representations, Warranties, and Covenants

4.1 **General**

Contractor hereby represents and warrants that:

- 4.1.1 There is no hindrance, legal, contractual or otherwise, to Contractor entering into this Agreement and performing its obligations hereunder and Contractor has the full power and authority to execute, deliver, and perform under this Agreement.
- 4.1.2 This Agreement is the legal, valid, and binding obligation of Cintra, enforceable against Contractor in accordance with its terms, subject, however, to applicable bankruptcy, insolvency, reorganization, or other similar Laws relating to creditors' rights generally.
- 4.1.3 (a) It is duly organized, validly existing and in good standing under the laws of Spain and (b) it has, directly or through its Affiliates and Subcontractors, all necessary expertise, qualifications, competence, skills and know-how to perform or cause the Services and Deliverables to be provided in accordance with this Agreement.
- 4.1.4 To the extent that the Deliverables embody any third party off-the-shelf software ("**Third Party Software**") or that Third Party Software is provided for the purpose of aiding in the provision of the Services, that Third Party Software shall be licensed in accordance with the standard commercial terms given by the third party software supplier.

4.2 **Deliverables**

Contractor represents and warrants that:

- 4.2.1 The Deliverables will be free from defects, in compliance with the applicable requirements set forth in **Schedule 2** (Statement of Work) and operating in accordance with such requirements.
- 4.2.2 The use of the Deliverables in accordance with their requirements and intended application shall not infringe, violate, misappropriate, or misuse the Intellectual Property rights of third parties and Contracto ris not otherwise aware of the Deliverables' infringement upon or misappropriation of any Intellectual Property rights of any third party. No claim of such infringement has been threatened or asserted, and no such claim is pending against Contractor.
- 4.2.3 None of the Deliverables will contain any virus, worm, time bomb, trap door, disabling device, automatic restraint, Trojan horse, or other code designed to: (i) delay or discontinue ITRCC's

effective use of _____; (ii) erase, destroy, corrupt or modify any data of ITRCC or ITRCC's customers, contractors, or subcontractors without the express written consent of ITRCC; (iii) bypass any internal or external software security measure to obtain access to any hardware or software of ITRCC or ITRCC's customers, contractors, or subcontractors without the prior express written consent of ITRCC; or (iv) hinder or prevent the quiet enjoyment of _____.

4.2.4 **The Deliverables will not violate the Laws or regulations of any governmental or judicial authority.**

4.2.5 **All Services to be provided hereunder shall be performed in a high quality, professional manner by qualified and reasonably skilled personnel in accordance with Best Industry Practice subject to the terms and conditions of Schedule 2 (Statement of Work) .**

4.2.6 All work furnished hereunder will be performed by or under the supervision of persons who hold all necessary, valid licenses or certifications to practice in the location where such work is performed, by personnel who are skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform such work in accordance with this Agreement and the Concession Agreement and who shall assume professional responsibility for the accuracy and completeness of the Services provided by them. Contractor, its Affiliates or Subcontractors shall be responsible for any costs or fees associated with the acquisition and maintenance of any such licenses or certifications.

4.3 **Covenants**

Contractor hereby covenants, in the course of performing its obligations under this Agreement, to abide by the obligations and restrictions set forth in this Section 4.3. Contractor further covenants to cause its Affiliates, Subcontractors, or any person acting within Cintra's control or on Cintra's behalf in the provision of the Services, to abide by such covenants.

4.3.1 **Security**

Contractor shall abide by, and cause its Affiliates and Subcontractors involved in the provision of the Services, to abide by, all security policies and other rules governing the use of, or access to, the computer systems and premises of ITRCC. Contractor shall use, and cause its Affiliates and Subcontractors to use, in the provision of the Services, reasonable diligence to avoid the introduction of any virus, lockup program, spyware, Trojan horse or other similar malware or other software device to the information technology systems of ITRCC.

4.3.2 **Confidentiality**

Contractor shall ensure, and cause its Affiliates and Subcontractors, to ensure, that all subcontractors and personnel who have access to Confidential Information shall be bound confidentiality restrictions at least as stringent as those set forth in this Agreement.

4.3.3 **Compliance with Laws**

Contractor shall comply or shall direct its Affiliates and Subcontractors to comply with all applicable Laws to the extent affecting the performance of its obligations under this Agreement, including worker's compensation laws and licensing laws and regulations. To the extent

applicable, Contractor covenants that at all times throughout this Agreement it shall comply or shall direct its Affiliates and Subcontractors to comply with requirements of the Concession Agreement in respect of non-discrimination, ethics and conflict of interest requirements, minority and women business enterprises, and the buy Indiana presumption, in each case, as they relate to the performance of the Agreement.

4.3.4 No Liability

Contractor does not represent or warrant that rights, relief or remedies set forth or described in Section 4.3.5 will be available in any particular circumstance, nor that Contractor will, where such rights, relief and remedies are available, be successful in enforcing such rights, relief or remedies.

ARTICLE V **Charges and Payment**

5.1 Price

- 5.1.1 The Service Charge for the Services is _____ as set forth in **Schedule 3** and shall only be subject to increase in response to documented increases as a result of a mutually agreed upon change request.

5.2 Invoices

- 5.2.1 Invoicing will be made on a monthly basis for the percentage of Services provided for the prior billing period.
- 5.2.2 Each invoice will include supporting information for the line items which are charged.
- 5.2.3 Upon receipt of payments by ITRCC described in this Article V, Contractor shall be responsible for paying its Affiliates and Subcontractors involved in the provision of the Services.

5.3 Tax

The Services Charges invoiced by Contractor will set forth any taxes, sales or otherwise, applicable to the use or transfer of hardware and equipment, and ITRCC shall reimburse Contractor for its payment of such taxes or any reimbursement made by Contractor to its Affiliates and Subcontractors for such taxes.

5.4 Payments

All payments will be due within thirty (30) calendar days after the date of receipt of the invoice by ITRCC and will be made free of bank charges or other deductions (e.g., deductions for prompt payment) by wire transfer in immediately available funds to an account which Contractor specifies in writing to ITRCC reasonably in advance of the delivery of an invoice or on the face of the invoice.

5.5 Interest on Late Payments

Any amount properly due to Contractor pursuant to this Agreement and remaining unpaid after the date when payment was due shall bear interest, to accrue from day to day at a rate equal to the lesser of (a) the prime rate of interest announced publicly by the Wall Street Journal plus one and one half percent (1.5%) per month from (and including) the date such amount is due until (but excluding) the day upon which the amount due is actually received, and (b) the maximum amount permissible under applicable Law.

5.6 **Disputed Items**

- 5.6.1 ITRCC must notify Contractor of any dispute in relation to an invoice delivered under this Agreement within seven (7) days after receipt of that invoice. If ITRCC fails to notify Contractor of that dispute within that time, ITRCC shall be deemed irrevocably to have agreed to the amount stated in that invoice.
- 5.6.2 If the amount or part of the amount in an invoice rendered by Contractor under this Agreement is reasonably and in good faith disputed or subject to question by ITRCC, the Parties shall refer that matter to the Disputes Resolution Procedure for resolution, and, subject to Section 7.3.4, Contractor shall continue all Services without any pause or delay and ITRCC shall not be entitled to withhold payment of the disputed amount on those grounds.
- 5.6.3 If an undisputed amount as set forth in Section 5.6.2 above remains unpaid for ninety (90) calendar days, Contractor may suspend work under this Agreement upon thirty (30) calendar days prior written notice.

ARTICLE VI

ITRCC Representations, Warranties and Covenants

6.1 **General**

ITRCC hereby represents and warrants that:

- 6.1.1 ITRCC is duly organized, validly existing and in good standing under the laws of the state of Delaware;
- 6.1.2 ITRCC has the full power and authority to execute, deliver, and perform under this Agreement;
- 6.1.3 This Agreement is the legal, valid, and binding obligation of ITRCC, enforceable against ITRCC in accordance with its terms, subject, however, to applicable bankruptcy, insolvency, reorganization, or other similar Laws relating to creditors' rights generally;
- 6.1.4 ITRCC is the exclusive owner of or has the right to license and use all right, title and interest in and to the BOS and to any hardware or software that ITRCC will make available to Contractor for the provision of the Services.

6.2 **General Obligations**

ITRCC shall comply with all of its obligations and responsibilities set forth in this Agreement. ITRCC shall make commercially reasonable efforts to provide Contractor and its subcontractors with all cooperation and assistance reasonably required to perform the Services, including by:

- (a) promptly making all decisions reasonably requested of it by Cintra;
- (b) providing in a timely manner all information that Contractor reasonably requests;
- (c) as Contractor its Affiliates and Subcontractors may reasonably request assistance, making staff resources available at locations where work within the scope of the Services is being conducted in order to provide such assistance in a timely manner; and
- (d) providing Contractor its Affiliates and Subcontractors with access to any location where equipment required for or dedicated to the performance of the Services is located.

6.3 **Consents, permits and authorizations.**

ITRCC shall ensure that it has or procures all relevant consents, permissions or licenses to enable Contractor to provide the Services that Contractor is required to provide under this Agreement.

6.4 **Security measures.**

ITRCC shall (a) ensure that reasonable security measures are maintained to protect ITRCC property, and (b) ensure that there are no security breaches, including unauthorized access or damage, in respect of any (i) computer systems hosting the Deliverables, or (ii) any computer systems owned or used by ITRCC.

6.5 **Confidentiality**

ITRCC shall ensure that all subcontractors and personnel who have access to Confidential Information shall be bound by non-disclosure agreements containing confidentiality restrictions at least as stringent as those set forth in this Agreement.

6.6 **Non-Solicitation**

ITRCC shall not, whether directly or by means of third parties, solicit any of the employees of Cintra's Subcontractors who have actively participated in the performance of the Services under this Agreement. This covenant is valid throughout the entire duration of this Agreement and up to one (1) year from its termination

ARTICLE VII

Governance

7.1 **Relationship Managers**

Contractor and ITRCC will each appoint a Relationship Manager to act as the primary interface with regard to all matters and communications arising under or in connection with this Agreement. Each Relationship Manager is entitled to make all decisions and issue all declarations on behalf of its principal with regard to any aspect of this Agreement. Neither Contractor nor ITRCC has any responsibility for monitoring whether the other side's Relationship Manager has actually complied with any applicable internal approval procedures for binding the respective Party. One Party's

Relationship Manager can delegate authority for a specific matter or for categories of matters to another person by informing the other Party's Relationship Manager in writing reasonably in advance of such delegation; the delegation of authority may only be cancelled by written notification to the other Relationship Manager.

7.2 **Meetings**

The Relationship Managers shall meet in person or via teleconference as needed.

7.3 **Dispute Resolution Procedure**

7.3.1 Any Dispute between the Parties shall be dealt with in accordance with the dispute resolution procedures set forth in this Section 7.3.

7.3.2 Each Party must notify the Relationship Manager of the other Party of a Dispute, without undue delay after becoming aware of it, in a written report which at a minimum contains sufficient information to enable the receiving Party to reasonably evaluate the Dispute.

7.3.3 If the Parties resolve a Dispute, the Parties will record the resolution in writing. If the Relationship Managers cannot resolve a Dispute within five (5) Business Days after a Dispute Report has been submitted to either of them in accordance with this Section 7.3, each Party may proceed to mediation and, if necessary, arbitration as set forth in Section 13.13.

7.3.4 Pending resolution of a Dispute under this Section 7.3 or as referred to the Arbitration Procedures in Section 16.13, Contractor must continue to provide the Services and meet all applicable Service Levels without limitation and otherwise perform in accordance with the terms of this Agreement, provided that ITRCC shall continue to pay all Services Charges applicable to such Services.

7.3.5 Compliance with the dispute resolution procedure set forth in this Section 7.3 does not constitute a waiver of any substantive rights or remedies of either Party under this Agreement.

7.3.6 All discussions, negotiations and the dispute resolution procedures set forth in this Section 7.3 between the Parties to resolve a Dispute, and all documents and other written materials furnished by a Party or exchanged between the Parties during any such discussions, negotiations or Dispute Resolution Procedures, shall be considered confidential and not subject to disclosure by either Party.

ARTICLE VIII

Confidentiality

8.1 **Confidential Information**

The Parties acknowledge that they have received and will receive Confidential Information in connection with this Agreement. Confidential Information does not include any information: (i) which becomes generally available to the public other than as a result of a breach of this ARTICLE VIII (ii) which is received from a third party provided that the third party is not bound by an obligation of confidentiality with respect to such information, (iii) which was legally in a Party's possession without obligations of confidentiality prior to such information being furnished as Confidential Information, or (iv) which is developed by either Party independently without access to Confidential Information of the other Party.

8.2 Use of Confidential Information

The Parties agree that all Confidential Information will be used only for the purpose of exercising any rights or complying with any obligations under this Agreement and the receiving Party will ensure that only such staff to whom disclosure of the Confidential Information is required for the performance of the receiving Party's obligations under this Agreement will have access to Confidential Information and only to the extent necessary to perform these obligations. The receiving Party of each item of Confidential Information will use all reasonable efforts, taking into account the materiality and proprietary nature of the particular Confidential Information, to protect such Confidential Information from unauthorized use or disclosure (intentional, inadvertent or otherwise) and, in any event, will exercise at least the same reasonable level of care to avoid any such unauthorized use or disclosure as it uses to protect its own information of a like nature.

8.3 Permitted Disclosure

Notwithstanding the foregoing, a Party may disclose Confidential Information to third parties with the prior written consent of the other Party, and each Party will be free to disclose Confidential Information without the consent of the other Party:

- (a) to any regulatory authority in accordance with applicable Laws;
- (b) as otherwise required by applicable Laws, and only to the extent required by applicable Laws; and
- (c) to their and their Affiliates' directors, staff, subcontractors, attorneys, consultants, insurers and agents on a strict need-to-know basis in connection with their respective duties, as long as such persons are advised of the confidential nature of such information and their obligation to protect it as confidential and are bound by confidentiality undertakings consistent with this ARTICLE VIII.

provided that, with respect to (a) and (b) above (in either case, a "Confidential Information Request"), such Party shall: (i) provide the disclosing Party with prompt, prior written notice of such Confidential Information Request so that the disclosing Party may seek an appropriate protective order or waive the receiving Party's compliance with the provisions of this Agreement; and (ii) cooperate with any attempts by disclosing Party as allowed by law to resist such Confidential Information Requests. If, in the absence of a protective order or the receipt of a waiver hereunder, the receiving Party is nonetheless compelled to disclose Confidential Information or else stand liable for contempt or suffer other liability, the receiving Party may disclose only that portion of the Confidential Information, which the receiving Party deems necessary to fulfill the applicable legal requirements.

8.4 Return and Destruction

If this Agreement terminates or expires for any reason, the receiving Party of each item of Confidential Information, including documents, contracts, records or properties, will return it to the disclosing Party or, as reasonably requested in the disclosing Party's discretion, destroy it and provide a certification to the disclosing Party that all such Confidential Information has been returned or destroyed except to the extent that retention of any Confidential Information is required by applicable Law or expressly permitted under this Agreement.

8.5 Breach of Confidentiality

Each Party acknowledges that a breach of this Article may result in serious and irreparable harm to the Party who disclosed the Confidential Information subject to such breach, for which there is no adequate remedy at law. Therefore, in addition to any other remedies available to the disclosing Party at law or in equity, the disclosing Party shall be entitled to injunctive relief for any such breach without the posting of bond or other security and without proof of actual damages. Such remedy shall not be deemed to be the exclusive remedy to the disclosing Party for any such breach but shall be in addition to all other remedies available at law or equity.

ARTICLE IX

Intellectual Property

9.1 Ownership and Restrictions

ITRCC shall have exclusive title and ownership rights, including all Intellectual Property rights, throughout the world in all Work Product. To the extent that exclusive title and/or ownership rights may not originally vest in ITRCC as contemplated herein, Contractor shall irrevocably assign all right, title and interest, including Intellectual Property and ownership rights, in the Work Product to ITRCC. Any use of the Work Product by ITRCC, its assigns, or any person, firm or corporation acting on behalf of ITRCC, shall be without additional compensation to Cintra.

- 9.1.1 Contractor shall not at any time do anything or cause anything to be done that would prejudice ITRCC's right, title and interest in any of ITRCC's Intellectual Property rights in the Work Product.

9.2 Disclosure

Contractor agrees to disclose, and shall cause its Affiliates and Subcontractors to disclose, promptly in writing to ITRCC any and all Intellectual Property made, conceived, developed, acquired or reduced to practice by Cintra, its Affiliates and Subcontractors, alone or jointly with others, during or in connection with the performance of the Services.

9.2 Further Assurances

Contractor will give ITRCC or ITRCC's designee all reasonable assistance and execute all documents necessary to assist with enabling ITRCC to prosecute, perfect, register or record its rights in any Work Product.

9.3 Termination

Upon the expiration or termination of this Agreement, each Party must cease to use any Intellectual Property provided by the other under this Agreement except as otherwise provided in the this Agreement or the CGI Contract and must return to the other Party all materials (including records in electronic or digital form) which embody such Intellectual Property or, at such other Party's direction, destroy the same (and certify to the other Party in writing signed by a director that such destruction has taken place).

9.4 Infringement and Misappropriation

Each Party shall notify the other Party promptly if it becomes aware of any unauthorized access to, use or copying of any part of the Back Office System, Services or the Intellectual Property in the Work Product. Each Party shall fully cooperate in any factual investigation of such infringement or misappropriation, including by providing any relevant documents, proffering any employees with relevant knowledge or technical expertise, and executing any documents or written affidavits necessary for such investigation or any subsequent enforcement action.]

ARTICLE X

Liability

10.1 Exclusions

10.1.1 Contractor shall have no liability to ITRCC under or in connection with this Agreement or the provision of the Services, whether in contract (including under any indemnity), in tort (including negligence), in property, under a warranty, under statute, in law, in equity, or otherwise to the extent that such liability is principally caused by or is a result of: (a) the failure by ITRCC to perform any of its obligations under this Agreement; (b) errors in programs, coding information, data preparation or operating instructions, in each case if supplied by ITRCC or its subcontractors; (c) defects in any systems within the control or under the operation of ITRCC or any subcontractors; (d) any act or omission of ITRCC or any other subcontractors which delays or prevents Contractor from providing the Services where Contractor has notified ITRCC of such act or omission and where ITRCC has not rectified such act or omission within a reasonable period of time from such notification; or (e) any failure of ITRCC to operate its systems in accordance with Best Industry Practice or directions given by Contractor (to the extent to which they are not inconsistent with this Agreement); or (f) a Force Majeure Event.

10.1.1 Each of the items set out in Section 10.1 shall be construed separately and without limitation to each other.

10.2 Exclusion of Specific Forms of Loss

Neither Party shall have liability to the other under or in connection with this Agreement or the provision of the Services, whether in contract (including under any indemnity), in tort (including negligence), in property, under a warranty, under statute, in law, in equity, or otherwise, whether or not foreseeable or noticed by a Party, for any indirect, consequential, punitive, special or exemplary damages, or loss of profits. For the avoidance of doubt, nothing in this Section 10.2 shall preclude either Party from recovering direct damages for breach of this Agreement.

10.3 Insurance

Contractor agrees to procure and maintain, at its own expense, appropriate insurance covering its obligations hereunder in accordance with the provisions in the CGI Contract. In the event that any of the Services are provided by employees of Cintra, its Affiliates or Subcontractors in the United States, Contractor shall maintain, or cause its Affiliate or Subcontractors to maintain, Employers' Liability and Workers' Compensation insurance in an amount of not less than \$500,000 (or the minimum statutory amount) per occurrence.

10.4 Notification of Claims

If either Party becomes aware of any matter that may give rise to a claim under this Agreement, notice of that fact (together with all details of the matter in question as are available) shall be given to the other Party as soon as is reasonably possible. Without prejudice to its obligations at Law, each Party shall take all reasonable steps to mitigate any loss it may suffer in connection with such claims.

10.5 **Remedies in the Event of Breach of Warranty**

In the event of a breach of the warranties set forth in Section 4.2.2, Cintra, at its sole expense, shall have the option promptly to: (a) modify the Deliverables to make them non-infringing so long as the Deliverables as modified complies with the requirements of this Agreement and provides ITRCC with the same functionality and benefit; (b) obtain for ITRCC the right to continue using the Deliverables; or (c) substitute services or deliverables acceptable to ITRCC which do not so infringe or misappropriate in place of the respective infringing or misappropriated Deliverables so long as the substitute complies with the requirements of this Agreement and provides ITRCC with the same functionality and benefit.

10.6 **Recovery from Third Parties**

10.6.1 If Contractor pays an amount in discharge of any claim under this Agreement and ITRCC or any of its Affiliates previously or subsequently recovers (whether by payment, discount, credit, relief, set-off or otherwise) from a third party (including an insurer) a sum for which it has already been reimbursed by Cintra, ITRCC shall forthwith pay, or shall procure that the relevant Affiliate forthwith pays, to Contractor an amount equal to the lesser of:

- (a) the net sum recovered from the third party; and
- (b) the amount previously paid by Contractor to ITRCC on account of the relevant claim.

10.6.2 Where ITRCC has or may have a claim against a third party, ITRCC shall use reasonable efforts, and shall procure that all reasonable efforts are used, to recover any amounts due from any such third party against whom ITRCC has or may have such claim.

ARTICLE XI

Termination

11.1 **Termination by Either Party**

Either Party may terminate this Agreement immediately by written notice to the other Party if that other Party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over its assets, or if the equivalent of any of those events occurs under the Laws of any of the relevant jurisdictions to the other Party.

11.2 **Termination by ITRCC**

11.2.1 ITRCC may terminate this Agreement:

- (a) in part or in whole, by written notice to Contractor if Contractor commits a material breach of its obligations under this Agreement and that breach has not been remedied within sixty (60) days (or such longer period as may be specified in the notice) after ITRCC

gives Contractor such written notice indicating: (i) the nature and basis of such breach with reference to the applicable provisions of this Agreement; and (ii) ITRCC intention to terminate this Agreement if the breach is not cured; or

- (b) any time upon sixty (60) days prior written notice subject to payment of the Termination Charges to Cintra.

11.3 **Termination by Cintra**

11.3.1 Contractor may terminate this Agreement immediately by written notice to ITRCC if ITRCC commits a material breach of its obligations under this Agreement and that breach has not been remedied within sixty (60) days (or such longer period as may be specified in the notice) after Contractor gives ITRCC such written notice indicating: (i) the nature and basis of such breach with reference to the applicable provisions of this Agreement; and (ii) Cintra's intention to terminate this Agreement if the breach is not cured.

11.3.2 Contractor may suspend provision of the Services immediately by written notice to ITRCC if ITRCC does not pay any undisputed amounts due pursuant to this Agreement and such amounts (including interest thereon) remain unpaid for more than sixty (60) days.

11.4 **Survival of Rights on Termination or Expiration**

Termination or expiration of this Agreement shall not affect any rights or obligations which may have accrued prior to termination or expiration. Any provisions of this Agreement that can reasonably be interpreted as being intended to survive the termination or expiration of this Agreement, including all payment obligations will survive the termination or expiration of this Agreement.

11.5 **Effect of Termination**

Subject to Section 11.6, on termination or expiration of this Agreement for any reason:

- (a) Contractor and its Affiliates and Subcontractors shall be discharged from any further obligation to provide the Services and other resources to ITRCC as set forth in this Agreement;
- (b) except as otherwise expressly set forth herein, any right granted to ITRCC pursuant to this Agreement shall cease to exist; and
- (c) the Parties shall fulfill their respective obligations pursuant to Section 9.3.

11.6 **Termination Assistance**

Due to the specialized nature of the Services, if this Agreement is terminated for any reason (other than pursuant to Section 11.3.1), the Parties shall negotiate a reasonable period, of no more than two (2) months, for an effective transition, during which time the Agreement will be in full force and effect. During the transition period, Contractor shall reasonably assist in transitioning the Services to a replacement provider selected by ITRCC.

ARTICLE XII

Force Majeure

12.1 Relief for Force Majeure

A Party shall not be liable for any failure to perform or delay in performing any of its obligations under this Agreement to the extent caused by a Force Majeure Event, and shall be deemed not to be in breach of this Agreement to the extent that such breach is caused by such Force Majeure Event; provided, that each Party uses reasonable diligence to ensure the continuation of Services, the timely delivery of Deliverables, and any other actions that are required to continue the operation of the Back Office Systems.

12.2 Exceptions

Notwithstanding Section 12.1, the obligation of a Party under this Agreement to pay money shall not be excused due to any Force Majeure Event.

ARTICLE XIII

Miscellaneous

13.1 Notices

13.1.1 Notices under this Agreement shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by the relevant Party):

13.1.2 All notices, correspondence and other communications to ITRCC shall be delivered to the following address or as otherwise directed by ITRCC's Relationship Manager:

ITR Concession Company LLC
52551 Ash Road
Granger, Indiana 46530-7226
Attn: IT Manager
Tel. (574) 651-2474
Fax. (574) 651-2562
E-mail: jigomezlobo@indianatollroad.org

In addition, copies of all notices to precede, notices regarding Disputes, and suspension, termination and default notices shall be delivered to the following persons:

ITR Concession Company LLC
52551 Ash Road
Granger, Indiana 46530-7226
Attn: General Counsel
Tel. (312) 552-7102
Fax. (312) 552-7130
E-mail: gphpips@indianatollroad.org

13.1.3 All notices, correspondence and other communications to Contractor shall be delivered to the

following address or as otherwise directed by Contractor's Relationship Manager:

In addition, copies of all notices regarding Disputes, and termination and default notices shall be delivered to the following person:

- 13.1.4 Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. Central Standard or Daylight Time (as applicable) and all other notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.). Any technical or other communications pertaining to the Services shall be conducted by the Parties' Relationship Managers.

13.2 **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and (to the extent permissible by Law) supersedes all prior representations, writings, negotiations or understandings with respect to that subject matter, provided that neither Party is attempting to exclude any liability for fraudulent statements (including fraudulent pre-contractual misrepresentations on which the other Party can be shown to have relied). All terms, conditions and warranties not stated expressly in this Agreement, and which would in the absence of this provision be implied into this Agreement by statute, common law, equity, trade, custom or usage or otherwise, are excluded to the extent permitted by Law.

13.3 **Assignment**

- 13.3.1 ITRCC shall be entitled to assign, novate or otherwise transfer this Agreement, in whole or in part, without Contractor's prior written consent.

13.4 **Waiver**

- 13.4.1 No waiver of any term, covenant or condition of this Agreement shall be valid unless in writing and signed by the obliged Party.
- 13.4.2 No waiver by any Party of any right or remedy under this Agreement shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.
- 13.4.3 No act, delay or omission done, suffered or permitted by one Party or its agents shall be deemed to waive, exhaust or impair any right, remedy or power of such Party hereunder, or to relieve the other Party from the full performance of its obligations under this Agreement.
- 13.4.4 Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement at any time shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other

provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the Parties make and implement any interpretation of this Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future Disputes.

- 13.4.5 Except as otherwise expressly set forth in this Agreement, the acceptance of any payment or reimbursement by a Party shall not waive any preceding or then-existing breach or default by the other Party of any term, covenant or condition of this Agreement, other than the other Party's prior failure to pay the particular amount or part thereof so accepted, regardless of the paid party's knowledge of such preceding or then-existing breach or default at the time of acceptance of such payment or reimbursement. Nor shall such acceptance continue, extend or affect: (a) the service of any notice, any Dispute Resolution Procedures or final judgment; (b) any time within which the other Party is required to perform any obligation; or (c) any other notice or demand.

13.5 **Amendment and Variation**

No amendment, deletion, supplementation, or other variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

13.6 **Independent Contractor**

This Agreement does not set up or create an employer/employee relationship, partnership of any kind, an association or trust between the Parties, each Party being individually responsible only for its obligations as set out in this Agreement and in addition the Parties agree that their relationship is one of independent contractors. Except to the extent to which a Party is specifically authorized in writing in advance by the other Party, neither Party is authorized or empowered to act as agent for the other for any purpose and neither Party must on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party will be bound by the acts or conduct of the other, except for acts or conduct which the first Party specifically authorizes in writing in advance.

13.7 **Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

13.8 **Invalidity**

If any provision in or any part of this Agreement shall be found to be illegal or unenforceable under any enactment or rule of law then that provision or part shall to that extent be deemed not to form part of this Agreement and the remaining provisions shall continue in full force and effect.

13.9 **Costs and Duties**

Each Party must bear its own costs and expenses arising out of the negotiation, preparation and execution of this Agreement.

13.10 **Further Assurances**

Each Party agrees to do all things and execute all documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

13.11 **Remedies Cumulative**

Except where this Agreement provides otherwise, the rights, powers and remedies provided to the Parties in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any agreement between the Parties.

13.12 **Governing Law**

The construction and validity and performance of this Agreement and the transactions contemplated by it shall be governed by the Laws of Indiana as applied to contracts executed and performed entirely within such state.

13.13 **Arbitration Procedure**

13.13.1 Except with regard to actions seeking temporary or permanent injunctive relief, any Dispute, having exhausted all procedures under Section 7.3, will be initially referred to mediation in accordance with the rules of the American Arbitration Association.

13.13.2 If the Dispute is not successfully resolved through such mediation, it shall be finally settled by arbitration in accordance with the rules of the American Arbitration Association. Prior to commencing arbitration, the Parties must have complied with the Dispute Resolution Procedures as set forth in Section 7.3 and the mediation described in Section 13.13.1.

13.13.3 The arbitration shall be conducted by three (3) arbitrators.

13.13.4 The place of both mediation and arbitration shall be in Elkhart County, Indiana. The proceedings shall be conducted in the English language exclusively and all costs apart from the Parties' own representation shall be divided evenly.

13.14 **Injunctive Relief**

Each Party hereby acknowledges that a breach of the intellectual property, confidentiality, and data protection provisions of this Agreement would lead to irreparable harm that could not be remedied by damages and other monetary remedies alone. In such event, the non-breaching Party may seek injunctive or other equitable relief in any court of competent jurisdiction, and the Parties waive any requirement of special proof or bond in such actions.

[Signature page follows]

[Remainder of page intentionally left blank]

ITR Concession Company LLC

Contractor

By:

By:

Title:

Title:

Date:

Date:

Schedule 1
Definitions and Construction

1. Definitions

In this Agreement, the following terms shall have the following meanings unless the context otherwise requires:

| | |
|---------------------------------------|--|
| "Affiliate" | means, in relation to a Party, any company, partnership or other entity which from time to time Controls, is Controlled by or is under the common Control with that Party (provided that neither Contractor or ITRCC shall be regarded as an Affiliate of the other for the purposes of this Agreement). For these purposes "Control" means the beneficial ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management of the company, partnership or other entity in question. |
| "Agreement" | means this Agreement. |
| "Back Office System" | is defined in Section 1.1 and further described in the Statement of Work. |
| "Business Days" | means any day other than Saturdays, Sundays and official government holidays in Indiana and Spain. |
| "Concession Agreement" | means the Indiana Toll Road Concession and Lease Agreement, entered into between the Indiana Finance Authority and the ITR Concession Company LLC, dated April 12, 2006, as amended, supplemented and/or modified from time to time. |
| "Confidential Information" | means the proprietary and confidential information of one Party that is disclosed to the other in connection with this Agreement, or other Work Product included in the Deliverables that derives value from its confidentiality, where such information may include, without limitation, all Work Product and all other information, know-how, marketing and development plans, techniques and materials, customer names and other information related to customers, price lists, pricing policies and financial information, and methods of production, use, operation and application, and all samples, prototypes or other materials disclosed by ITRCC, as well as all analyses, compilations, results, studies, or other documents prepared by Cintra: (i) which are not generally known to the public; and (ii) in which such Party or its suppliers or customers has rights. Confidential Information shall include all Background Materials and Third Party Software made available by Cintra, an Affiliate of Contractor or a subcontractor of Cintra. |
| "Contract Value" | means the amount of the Services for a one year period, including any additional work requested by ITRCC pursuant to Section 8 of Annex No. 87. |
| "Deficiency" | means a failure to provide any of the Services (and to meet the Service Levels) in accordance with this Agreement. |
| "Deliverable(s)" | means any work product produced by Contractor and provided to ITRCC as part of the Services or in support of the maintenance or operation of the Back Office System. |
| "Dispute" | means any dispute between the Parties arising out of or in connection with this Agreement. |
| "Dispute Resolution Procedure" | means the dispute resolution procedure set out in Section 7.3. |
| "Effective Date" | is defined in the Preamble. |

| | |
|----------------------------------|---|
| "Force Majeure Event" | means, in relation to a Party, events or circumstances beyond such Party's reasonable control, including by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, sabotage, civil disorders, rebellions or revolutions, strikes or lock-outs, acts or omissions of utilities or of government entities and major ongoing power outages. |
| "Best Industry Practice" | means, in relation to any particular circumstances, the degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a reasonably skilled and experienced person performing a similar type of obligations under the same or similar circumstances. |
| "Governmental Entity" | means any federal, State of Indiana, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, or body. |
| "IFA" | means the Indiana Finance Authority |
| "Intellectual Property" | means rights in patents, trademarks, signs and service marks, designs, trade or business names, copyrights (including rights in computer software), database rights and topography rights (whether or not any of these is registered and including applications for registrations of any such thing) and all trade secrets and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of those which may subsist anywhere in the world. |
| "Law(s)" | means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, guideline, policy requirement or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to or has an impact on the Facility or the Services, whether taking effect before or after the Effective Date, including environmental laws. "Laws", however, excludes governmental approvals, permits, or consents. |
| "Parties" or "Party" | is defined in the Preamble. |
| "Regulatory Requirements" | means all federal and state legal and regulatory requirements in the State of Indiana that are applicable in relation to the Services. |
| "Related Parties" | means a Party's Affiliates, employees, subcontractors, officers, directors, agents, successors and assigns. |
| "Relationship Manager" | means the person appointed by each Party to act as such in accordance with Section 7.1. |
| "Service Levels" | means the service levels as set out in <u>Schedule 2</u> (specifically, Section 6 of Annex No. 87). |
| "Services" | is defined in Section 3.1. |
| "Statement of Work" | means the statement of work set out in <u>Schedule 2</u> (Statement of Work). |
| "Subcontractors" | means any third party subcontracted by Contractor or any of its Affiliates for the purpose of providing the Services under the Agreement |

| | |
|------------------------------|---|
| "Taxes" | means any kind of taxes including federal, state or local taxes, levies, imposts or other fees or duties of any kind whatsoever imposed by any governmental authority in any other jurisdiction, or any subdivision thereof, including any interest, penalties or additions thereon. |
| "Term" | is defined in Section 2.3 |
| "Termination Charges" | means the early termination charges. |
| "Work Product" | means any embodiment of the instruments of service that is unique and developed specifically in connection with performing the obligations under this Agreement or any other contract or agreement of any nature or kind between the Parties, which may include: information, data, material, discoveries, ideas (whether or not patentable or reduced to practice), concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, algorithms, documentation, diagrams, flow charts, methods, techniques, research, processes, procedures, know-how, marketing and development plans, techniques and materials, and all tangible embodiments of each of the foregoing (in whatever form and media) and all Intellectual Property rights appurtenant to or inherent in the same. |

2. Rules of Interpretation

The following rules apply unless the context requires otherwise.

- (a) Headings shall be ignored in construing this Agreement.
- (b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) References to this Agreement include its Schedules and this Agreement as from time to time amended and references to Recitals, Sections, Schedules and Appendices are to recitals and Sections of, and schedules and appendices to, this Agreement. In the event of a conflict between the terms in the main body of this Agreement and those contained in a Schedule or an Appendix, as the case may be, the terms set out in the Schedule shall prevail.
- (d) A reference in a Schedule to an Article or Section of this Agreement is a reference to such an Article or Section contained in the main body of this Agreement.
- (e) The words "include", "includes", "including", "e.g." and "in particular" and any words following them shall be construed without limitation to the generality of any preceding words or concepts and vice versa.
- (f) References to times of day are to Granger, Indiana local time unless otherwise stated. References to indemnifying any person against any circumstance include indemnifying that person, on an after tax basis in respect of that consequence.
- (g) A reference to the holder of any office or position of responsibility includes references to such person as is from time to time appointed to exercise the functions of the holder.
- (h) A reference to an agreement or document (including a reference to this Agreement) is to the

agreement or document as amended, varied, supplemented, or restated, except to the extent prohibited by this Agreement or that other agreement or document.

Schedule 2
Statement of Work

Schedule 3
Service Charges

Pursuant to the terms and conditions set forth in Article 5 of this Agreement, the Service Charges for the Services are set forth below and shall only be subject to increase in response to documented increases as a result of a mutually agreed upon change request.

For the avoidance of doubt, the Service Charges include any and all travel expenses, previously agreed between the parties, incurred by Contractor or its Affiliate or Subcontractors in the execution of the Services.